

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

DENTSPLY INTERNATIONAL, INC.,
a Delaware Business Corporation, and
TULSA DENTAL PRODUCTS, LLC,
a Delaware Limited Liability Company,

Plaintiffs,

vs.

Civ. No. 12-104 KG/ACT

LEWIS AND ROCA, LLP
and THOMAS P. GULLEY, ESQ.,

Defendants.

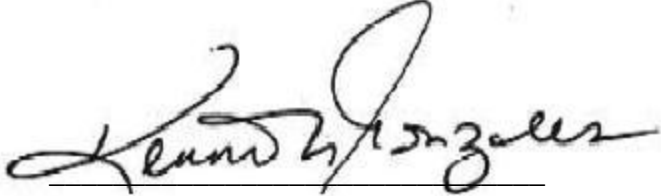
PARTIAL SUMMARY JUDGMENT

Having granted Defendants' Motion for Partial Summary Judgment on Plaintiff's [sic] Claims Regarding the Purported Non-Ambiguity of the Contract at Issue in the Underlying Action, and Supporting Memorandum (Doc. 49) in a Memorandum Opinion and Order entered contemporaneously with this Partial Summary Judgment,

IT IS ORDERED that:

1. partial summary judgment is entered in Defendants' favor on Plaintiffs' claim that Defendants' legal malpractice proximately caused the Honorable United States District Court Judge James O. Browning to erroneously conclude in *Guidance Endodontics, LLC v. Dentsply International, Inc., et al.*, Civ. No. 08-1101 JB/KBM (Underlying Action) that, as a matter of Delaware law, the Manufacturing and Supply Agreement (MSA) was ambiguous with respect to Guidance's obligation to submit engineering drawings to Plaintiffs prior to their manufacturing of V2 endodontic files; and

2. Plaintiffs' claim that Defendants' legal malpractice proximately caused Judge Browning to erroneously conclude, as a matter of Delaware law, in the Underlying Action that the MSA was ambiguous with respect to Guidance's obligation to submit engineering drawings to Plaintiffs prior to their manufacturing of V2 endodontic files is dismissed with prejudice.



UNITED STATES DISTRICT JUDGE